



Request For Quotation

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009
PO Box 6638
Phoenix, AZ 85005-6638
(602) 223-2262

SOLICITATION NO.: R9-8-014

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Repair and Testing of DPS Fuel Sites

Quotations will be received until 5:00 P.M. MST on: **October 19, 2007**

RFQ Number: R9-8-014

Date Published: **October 12, 2007**

SMALL BUSINESS SUPPLIER QUOTATION – THIS IS NOT A PURCHASE ORDER

Quotations for the materials or services specified herein will be received by the Arizona Department of Public Safety (DPS) Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 until the date and time cited above.

Quotations may be Hand Carried, Mailed or faxed (see special instructions section entitled submission of quotations).

Offerors should read this RFQ in its entirety before submitting a quotation along with submitting any and all supplemental information, samples, etc. requested herein for DPS evaluation.

DELIVERY POINT: Phoenix, AZ

PROCUREMENT SPECIALIST: Andria Williams

PRICE SHEET

ITEM **DESCRIPTION**

PRICE

- | | | |
|---|---|-----------------------|
| 1 | Repairs to equipment (Phoenix Metro and Phoenix Compound) | \$_____ Per Service |
| 2 | Repairs to equipment (Tucson Metro) | \$_____ Per Service |
| 3 | Repairs to equipment (Black Canyon and Wenden) | \$_____ Per Service |
| 4 | Pre-Test for Annual Vapor Recovery Testing | \$_____ Each Pre-Test |
| 5 | Annual Vapor Recovery Testing | \$_____ Each Test |
| 6 | Pre-Test for Cathodic Protection Testing | \$_____ Each Pre-Test |
| 7 | Cathodic Protection Testing | \$_____ Each Test |
| 8 | Annual Veeder Root Calibration Test | \$_____ Each Test |
| | GRAND TOTAL | \$_____ |
| 9 | Parts Discount from catalog and price sheet for Tokheim | _____ % |



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SPECIAL INSTRUCTIONS TO OFFERORS

(RFQ) Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions (Incorporated herein by reference) - full text version is available for view and download at www.azeps.az.gov in the procurement document section;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors;
8. Uniform Instructions to Offerors (Incorporated herein by reference) - full text version is available for download at www.azeps.az.gov in the procurement document section;
9. Other documents referenced or included in the Solicitation.

Duty to Examine: It is the responsibility of the Offeror to examine the entire solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting a quotation. Lack of care in preparing a quotation shall not be grounds for modifying or withdrawing a quotation after the due date and time, nor shall it give rise to any Contract claim. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.

Solicitation Contact Person: Inquiries related to this solicitation, including those related to product specifications and/or performance standards shall be directed to the procurement specialist whose name is listed herein or in their absence, designated DPS Finance section personnel. The Offeror shall not contact or direct inquiries concerning this solicitation to other DPS personnel unless specifically instructed herein.

Certifications: Offeror should be certified and hold current certifications by the State of Arizona Department of Environmental Quality (ADEQ) that are associated with fuel system products and equipment repairs and performing testing on above ground/underground storage tanks. Offeror should submit copies of all certifications with quotation.

In the event that copies of certifications are not submitted with the quotation, the DPS Finance section, at its sole discretion may request the information from the Offeror. If requested, the Offeror shall provide certification copies within 10 days of notification or as specified in the written request. Failure to provide copies of certifications within the stated time frame may result in the quotation being deemed non-responsive and therefore not considered for award.

Manufacturers Descriptive Literature: The offeror should submit manufacturer's descriptive literature with this quotation or provide access to this information through a Universal Resource Locator (URL) for DPS evaluation. For the purpose of this quotation, Descriptive Literature are: Manufacturer's specification sheets, technical publications, printed/posted product literature, engineering drawings, instruction or maintenance manual, other published manufacturer's literature or specific independent product publication information containing information that is sufficient in detail as to affirm product compliance to specifications.

In the event that the Manufacturer's Literature is not submitted with the quotation or access to this information is not provided, the DPS Finance section, at its sole discretion may request the information from the Offeror. If requested, the
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Offeror shall provide descriptive literature within 10 days of notification or as specified in the written request. Failure to provide descriptive literature within the stated time frame or failure to supply descriptive literature that affirms compliance may result in the quotation being deemed non-responsive and therefore not considered for award.

Offerors Business Status: The Offeror should complete the Small, Minority, Woman Owned Business Certification section of the offer and acceptance section contained herein. In the event that this section is not completed, DPS Finance, at its sole discretion may request the information from the offeror. If requested, the offeror shall provide the information within 10 days of notification or as specified in the written request. Failure to provide the information within the stated time frame may result in the quotation being deemed non-responsive and therefore not considered for award.

Submission of Quotations: Quotations may be submitted in a sealed envelope or package with the solicitation number and the offeror's name and address clearly marked or sent via facsimile to (602)-223-2944. Quotations must be in the actual possession of the Arizona DPS, Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 on or prior to the date and time cited on the cover page of the RFQ. Envelopes and packages shall be opened to identify contents if they are not clearly identified.

Late Quotations: Quotations received after the due date and time specified herein shall not be considered (A.R.S. 41-2533 & A.A.C. R2-7-B307).

Opening of Quotations: This is an informal procurement therefore quotations shall not be opened publicly.

Contract Award: The agency chief procurement officer shall award a contract to the small business determined to be most advantageous to the state in accordance with the evaluation factors identified herein. Only a small business shall be awarded a contract unless:

1. The purchase has been unsuccessfully competed under R2-7-D303, including failure to obtain fair and reasonable prices; or
2. The agency Chief Procurement Officer has made a written determination that restricting the purchase to small business is not practical under the circumstances.

- **Small Business Definition:** A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101, paragraph 48).

Small, women- or minority-owned businesses are also encouraged to submit quotations.

- **Minority or Women Owned Business (Definition):** A business that is at least 51% minority and/or women owned.

Public Record: All quotations submitted in response to this Request for Quotation shall become the property of the state and shall become a matter of public record, subsequent to the award, as provided for by the Arizona Procurement Code.

I.T. 508 Compliance: Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and 41- §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing.



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at least five days before the offer due date and time.

Federal Immigration Laws, Compliance by State Contractors: By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirements and shall furnish the statements to the Procurement Officer upon request.

Offshore Performance of Work: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

Executive Order 2007-03 Improving Air Quality: By signing the Offer Submittal for, the Offeror agrees to comply with Executive Order 2007-03 as it applies to this project.

Special Considerations: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.



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SPECIAL TERMS AND CONDITIONS

The State's Uniform Terms and Conditions: The States Uniform Terms and Conditions are incorporated herein by reference -full text version is available for view and download at www.azeps.az.gov in the procurement document section.

Eligible Agency: This contract is for the exclusive use of the Arizona Department of Public Safety (DPS).

Contract Type: Firm fixed price term contract.

Pricing: Fixed per each item charge.

Term of the Contract: The term of any resultant contract shall commence on the date specified in the contract award/purchase order documents and shall continue for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.

Taxes Not Included in Price: Contract prices shall not include applicable state and local taxes. The state shall pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Contract Extension (24 Months): The contract shall not bind nor purport to bind the state for any contractual commitment in excess of the original contract period. The State reserves the right, upon mutual agreement between the ADPS and the contractor, to extend the contract period for two (2) additional one (1) year periods or portions thereof for a total contract term not to exceed 3 years. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period unless otherwise stipulated.

Ordering Process: The Arizona Department of Public Safety may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. The contract release order/purchase order for the awarded material and/or service that cites the contract number specified herein is the only document required by DPS to order and the contractor to deliver the material and/or service. All purchases made under this contract shall not exceed the aggregate total of \$50,000.00 as specified under ARS §41-2535.

Certifications: Contractor shall hold and maintain current certifications for testing and repairing fuel management systems, above and underground storage tanks as required by the Arizona Department of Environmental Quality (ADEQ). Contractor shall immediately notify Fleet Services staff if certifications expire. No work shall be performed on DPS equipment without proper current certifications.

Safety Standards: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards. Contractor shall also adhere and conform to the regulations of the United States Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ). Contractor shall be responsible for cleaning up and properly disposing of any and all debris generated at each site.

Serial Numbers: This contract requires equipment in which the original manufacturer's serial number has not been altered in any way. The DPS reserves the right to reject any altered equipment.

Warranty (One Year): All equipment supplied under this contract shall be fully guaranteed by the contractor for a
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minimum period of one year from the date of acceptance by DPS. Any defects of design, workmanship, or materials that would result in non-compliance shall be fully corrected by the contractor (including parts and labor) without cost to DPS.

New Equipment: All equipment used for repairs and testing shall be new not refurbished or remanufactured.

Billing: All billing notices shall include contractual payment terms, an itemized list of equipment repaired per service and type of test performed as applicable. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s). Failure to disclose all offered and accepted prompt payment terms on all invoice activities may result in contract cancellation.

Payment: Payment for services rendered under this contract shall be made in arrears. Contractor shall submit an invoice, no later than the tenth day of each month, to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The invoice must contain contractor's company name, current Arizona Department of Public Safety purchase order number, contract number and the month/year services were provided. Payments shall be made in accordance with A.R.S. Titles 35 and 41.

Protection of DPS Buildings, Adjacent Structures, Equipment, Grounds and Vegetation: The contractor shall use reasonable care to avoid damaging existing buildings, adjacent structures, equipment, grounds and vegetation at the worksite during the term of the contract. All contractor caused damage shall be repaired or replaced immediately or as mutually agreed upon by the contractor and DPS. Repairs and/or replacements shall be subject to approval by DPS. All costs associate with the repair and/or replacement of contractor caused damage shall be borne by the contractor.

Additionally, all fuel management system, Veeder Root, and card reader failures or malfunctions and/or discrepancies shall be immediately corrected at Contractors expense, if caused by Contractors improper use of equipment, testing methods or failure to provide all required services as outlined in the U.S. Environmental Protection Agency (EPA) regulations and all applicable State of Arizona Statues, Rules and Regulations and Guidelines.

Should the contractor fail or refuse to make such repairs or replacements within established time frames and or to DPS's satisfaction, the contractor shall be subject to all legal and contractual remedies available to DPS inclusive of, but not limited to, deduction from the contract price, contract cancellation, suspension and/or debarment.

Indemnification: The Contractor shall indemnify, defend, save and hold harmless the State of Arizona and the Department of Public Safety from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.



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Insurance Requirements Upon notice by DPS, the successful offeror shall complete and submit a certificate of insurance in accordance with the requirements established herein within 10 days of notification or as specified in the notice. The completed certificate of insurance shall be in the possession of the Arizona Department of Public Safety (DPS) Finance/Purchasing unit before award of contract.

Contractor and subcontractors shall procure and maintain all applicable taxes until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Minimum Scope And Limits Of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

The policy shall be endorsed to include the following additional insured language: *The State of Arizona and the Arizona Department of Public Safety shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the contractor.*

The policy shall contain a *waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety* for losses arising from work performed by or on behalf of the contractor.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: *The State Arizona and the Arizona Department of Public Safety shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*



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Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

The policy shall contain a *waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety* for losses arising from work performed by or on behalf of the contractor. This requirement shall not apply to: separately, each contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor Form)

Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona and the Arizona Department of Public Safety wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.

The contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Arizona Department of Public Safety. Such notice shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638, and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an A.A.M. Best® rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the Arizona Department of Public Safety with certificates of insurance (Accord Form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Arizona Department of Public Safety before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The State of Arizona contract number and An Equal Employment Opportunity Agency



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description shall be noted on the certificate of insurance. The Arizona Department of Public Safety reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. *Do not send certificates of insurance to the State of Arizona=s Risk Management Section.*

Subcontractor

Contractors certificate(s) shall include all subcontractors as insured's under its policies or contractor shall furnish to the Arizona Department of Public Safety separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

Approval

Any modifications or variation from the insurance requirements in this contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Exceptions

In the event the contractor or subcontractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Price Adjustment (Annual): The Arizona Department of Public Safety may review a fully documented request for a price increase at the time of contract extension only (annual). A requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

- All written requests for price adjustments made by the contractor shall be initiated 90 days in advance of the contract extension date to allow DPS Finance sufficient time to evaluate and disposition the request.
- DPS, at its sole discretion shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Illegal/Non-Prescription Drugs, Alcohol and Weapons: Illegal/non-prescription drugs, alcohol and weapons (of any type) are not permitted on Arizona Department of Public Safety property (land or building). Any contractor or contractor employee possessing illegal/non-prescription drugs, alcohol and/or weapons (of any type) on Arizona Department of Public Safety property shall be immediately removed from the property and not be allowed future access.

Federal Immigration Laws, Compliance by State Contractors: By entering into the contract, the contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

The state may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension and/or debarment of the contractor.



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All cost necessary to verify compliance are the responsibility of the contractor.

I.T. 508 Compliance: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §41-2531 and 41- §2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Executive Order 2007-03 Improving Air Quality: The Contractor shall comply with Executive Order 2007-03 as it applies to this project.



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SCOPE OF WORK/SPECIFICATION SECTION

The offeror shall provide all testing, tools, equipment, materials, permits, certifications, insurance's, and all other items of expense necessary to perform repair and testing of existing DPS above ground storage (AST) and underground storage (UST) tank fuel sites in accordance with the terms and conditions, scope of work and specifications contained herein.

Equipment provided shall include all dispensers, hoses, etc. necessary to complete repairs and testing at DPS fuel sites. Annual testing is required for the current Fuel Management System, which does not include line and leak (tank tightness) testing. All pre-testing shall be in accordance with all applicable State of Arizona Statutes, Rules and Regulations and Guidelines. Repairs to fuel sites shall be required on an as needed basis.

ARIZONA DEPARTMENT OF PUBLIC SAFETY FUELING SITES:

LOCATION ADDRESS

QTY/TANK SIZE

SYSTEM/EQUIPMENT

Phoenix Compound
2010 W. Encanto Blvd.
Phoenix, AZ

1 - 10,000 gallon
unleaded fuel (UST)

Veeder Root System
2-Tokheim dispensers (1 hose each)
Multi-Force Card Reader System

Phoenix Metro
2610 S. 16th St.
Phoenix, AZ

1 - 10,000 gallon
unleaded fuel (UST)

Veeder Root System
1-Tokheim dispensers (2 hoses)
Multi-Force Card Reader System

Tucson Metro
6401 S. Tucson Blvd.
Tucson, AZ

1 - 10,000 gallon
unleaded fuel (UST)

Veeder Root System
2-Tokheim dispensers (1 hose each)
Multi-Force Card Reader System

Black Canyon
I-17, MP 242
Black Canyon City, AZ

1 - 2,000 gallon
unleaded fuel (AST)

1-Convult Dispenser

Wenden
U.S. 60, MP 61
Wenden, AZ

1 - 2,000 gallon
unleaded fuel (AST)

1-Convult Dispenser



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MANDATORY SCREENING PROCESSES AND CONTRACTOR EMPLOYEE REQUIREMENTS

1. Only Contractor employees who have successfully completed a background and driver's license check, both administered by ADPS, shall be authorized to provide repairs and testing services on equipment identified in the contract.
2. Contractor employees must have a company photo identification card on their person at all times while on ADPS property. A valid driver's license may be used in lieu of a company identification card.
3. Contractor employees shall not conduct any personal or professional business nor be accompanied or visited by any acquaintances (family/friends), outside the Scope of Work of this contract, while on ADPS property.

FUEL SITE(S) ACCESS:

Contractor employees shall report to Fleet Services staff prior to performing any services and upon completion of services prior to leaving the DPS fuel site. Contractor shall immediately notify Fleet Services staff regarding site accessibility issues.

REQUIRED SERVICE VISITS:

- Vapor Recovery – testing is required annually for two (2) Phoenix fuel (Compound and Metro) sites.
- Cathodic Protection Test – testing is required every three (3) years for two (2) Phoenix fuel (Compound and Metro) and Tucson Metro sites.
- Line and Leak (Tank Tightness) – testing is not required annually.
- Veeder Root System – testing and calibration of the fuel management monitor is required annually.

SERVICE VISIT TIMES AND DAYS

A service visit (non-emergency) shall be performed between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding weekends and State holidays. Contractor shall coordinate test dates and times with the State agency authorized to conduct testing. A copy of all scheduled testing dates and times shall be provided to the Fleet Services Administrator.

PRE-TESTING REPORTS

After completion of pre-test, Contractor shall provide the DPS with a detailed report within twenty-four (24) hours of test. Each report shall include tank location and all test results.



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Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009
PO Box 6638
Phoenix, AZ 85005-6638
(602) 223-2262

Repair and Testing of DPS Fuel Sites

Offer & Acceptance Small, Minority, Woman Owned Business Certification Form

This procurement is being issued in accordance with the requirements established under A.R.S. §41-2535, applicable administrative rules and Governor's Executive Order No. 2004-29

In accordance with A.R.S. §41-2535, paragraph B: Any procurement which does not exceed the aggregate dollar amount of less than fifty thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director.

Arizona Administrative Rule (A.A.C.) R2-7-101, Definitions, Paragraph 48 defines "Small Business" as a for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year.

Minority or Women Owned Businesses are those defined as: A business that is at least 51% minority and/or women owned.

Offeror shall certify its business status by checking the applicable box/category listed below

<input type="checkbox"/> Small Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Small, Woman Owned Business
<input type="checkbox"/> Small Business, African American Owned	<input type="checkbox"/> Woman Owned Business, African American	<input type="checkbox"/> Small, Woman Owned Business, African American
<input type="checkbox"/> Small Business, Asian Owned	<input type="checkbox"/> Woman Owned Business, Asian	<input type="checkbox"/> Small, Woman Owned Business, Asian
<input type="checkbox"/> Small Business, Hispanic Owned	<input type="checkbox"/> Woman Owned Business, Hispanic	<input type="checkbox"/> Small, Woman Owned Business, Hispanic
<input type="checkbox"/> Small Business, Native American Owned	<input type="checkbox"/> Woman Owned Business, Native American	<input type="checkbox"/> Small, Woman Owned Business, Native American
<input type="checkbox"/> Small Business, Other Owned	<input type="checkbox"/> Woman Owned Business, Other	<input type="checkbox"/> Small, Woman Owned Business, Other
<input type="checkbox"/> Minority, African American Owned Business		
<input type="checkbox"/> Minority, Asian Owned Business		
<input type="checkbox"/> Minority, Hispanic Owned Business		<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Minority, Native American Owned Business		<input type="checkbox"/> Disabled Owned Business
<input type="checkbox"/> Minority Owned Business, Other		<input type="checkbox"/> Non-Small, Non-Minority, Non-Woman Owned

TO THE ARIZONA DEPARTMENT OF PUBLIC SAFETY: The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation & certifies its business status as one of the above.

Company Name

Date:

Address

City, State, Zip

Name of company personnel authorized to sign offer

Printed Name/Title:

Signature:

Federal Tax ID No.

Federal Employer Identification Number

Phone No:

Facsimile No.

E-Mail Address

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State. This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona

Awarded this

day of

Year

DPS Chief Procurement Officer or Authorized Designee



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Repair and Testing of DPS Fuel Sites

Certificate of Insurance

PRODUCER	COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
	A		
	B		
	C		
INSURED	D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(ANY ONE FIRE) \$ MED.EXPENSE(ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED

State of Arizona
Arizona Department of Public Safety
P.O. Box 6638 – MD 1330
Phoenix, Arizona 85005-6638
ATTN: Andria Williams

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

SIGNATURE

DATE:



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Repair and Testing of DPS Fuel Sites

End of Solicitation R9-8-014

